



White Salmon City Council Meeting
A G E N D A
June 19, 2019 – 6:00 PM
Fire Hall, 220 NE Church, White Salmon, Washington 98672

Call to Order and Presentation of the Flag

Roll Call

Comments

Changes to the Agenda

Business Items

1. Presentation - Columbia Gorge Pride Alliance
2. Ordinance 2019-06-1043 Amending Ordinance 2019-05-1042 Annexing Certain Real Property (WS-ANX-2019-001)
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action
3. Ordinance 2019-06-1044, Adopting WSMC 2.21 Hearing Examiner
 - a. Presentation
 - b. Discussion
 - c. Action
4. Professional Services Contract, Hearing Examiner - Joe Turner
 - a. Presentation
 - b. Discussion
 - c. Action
5. Interlocal Agreement for Law Enforcement Services - Klickitat County
 - a. Presentation
 - b. Discussion
 - c. Action
6. Authorizing Loan Application to Public Works Trust Fund Board
 - a. Presentation
 - b. Discussion
 - c. Action
7. Equipment Bid - Public Works Trucks
 - a. Presentation
 - b. Discussion
 - c. Action
8. Leak Adjustment Requests
 - a. Presentation
 - b. Discussion
 - c. Action

Consent Agenda

9. Resolution 2019-06-488, Authorizing Free Pool Passes for City of White Salmon Residents
10. Approval of Minutes - June 5, 2019
11. Approval of Vouchers

Department Head and Committee Reports

Executive Session (if needed)

Adjournment

Item Attachment Documents:

2. Ordinance 2019-06-1043 Amending Ordinance 2019-05-1042 Annexing Certain Real Property (WS-ANX-2019-001)
 - a. Presentation
 - b. Public Hearing
 - c. Discussion
 - d. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: June 19, 2019
Agenda Item: Ordinance 2019-06-1043 Amending Ordinance 2019-05-1042
Annexation
Presented By: Jan Brending, Clerk Treasurer

PROPOSED MOTIONS:

Move to approve Ordinance 2019-06-1043 Amending Ordinance 2019-05-1042
Annexing Certain Real Property into the City of White Salmon upon the first reading.

Why is it a legislative issue:

The council adopts annexations through ordinances which must be approved by the city council.

Explanation of issue:

When submitting information to the State of Washington regarding White Salmon Annexation 2019-001, White/Klebba/Baxter/Et Al, the city was notified that the legal description was wrong. It did not include two parcel numbers that should have been included based on the map and included a parcel number that was already annexed into the City of White Salmon previously. All prior annexation notices (mailed, posted, published, etc.) included the two parcels that were left out of the description in the Ordinance. The error in the ordinance was due to a copy and past error on my behalf. This Ordinance corrects those mistakes. All property owners within the annexation area were notified by letter of the necessary ordinance amendment. A public hearing on this ordinance is scheduled for the June 19th council meeting.

The Ordinance, new map showing the corrected boundary, and the prior ordinance that annexed the one parcel into the city limits is included with this memo.

Budget:

None.

Staff or Committee recommendation:

Staff recommends approval of Ordinance 2019-06-1043 Amending Ordinance 2019-05-1042 Annexing Certain Real Property into the City of White Salmon.

**CITY OF WHITE SALMON
ORDINANCE NO. 2019-06-1043**

AN ORDINANCE AMENDING ORDINANCE 2019-05-1042 ANNEXING CERTAIN REAL PROPERTY TO THE CITY OF WHITE SALMON AND THEREBY INCORPORATING SAID PROPERTY WITHIN THE CORPORATE LIMITS OF THE CITY OF WHITE SALMON

WHEREAS, on May 15, 2019 the City Council of the City of White Salmon adopted Ordinance 2019-05-1042 Annexing Certain Real Property To The City Of White Salmon And Thereby Incorporating Said Property Within The Corporate Limits of the City of White Salmon; and

WHEREAS, when the City of White Salmon submitted the initial paperwork to the Washington Office of Financial Management, errors in the ordinance were identified; and

WHEREAS, on June 5, 2019, the City Council held a public hearing on the ordinance amending Ordinance 2009-05-1042,

NOW THEREFORE, the City Council of the City of White Salmon do ordain as follows:

Section 1. Ordinance 2019-05-1042 is amended as follows:

Bold and Underline – Additions
Bold and Strikeout - Deletions

Section 1. The property, as set forth below in the Legal Description and for which the petition for annexation is filed, shall be and is hereby made a part of the City of White Salmon and annexed thereto.

Legal Description

The proposed annexed area is located within the Columbia River Gorge Scenic Area White-Salmon Urban Exempt Area and includes Klickitat County Parcels **03111909100100,** **03111922000400,** 03111909100200, 03102475000400, 03111969000600, 03111969000500, 03111969000700, 03111970000300, 03102475000100, 03102475000300, **~~03111970000100,~~** 03111970000200, 03111922000700, 03102475000200. The annexation area is bounded on the west by current city limits of White Salmon; is bounded on the east by N. Main Avenue; is bounded on the south by city limits of White Salmon and NW Spring Street and is bounded on the north by city limits of White Salmon (Klickitat County Parcels 03102411001200,) **and** **~~Klickitat County Parcels~~** 031102417000400, 03102411000100, **and** 03111922000200).

Section 2. Pursuant to the terms of the annexation petition, all property within this territory to be annexed hereby shall be assessed and taxed at the same rate and on the same basis as the property within the City of White Salmon, including assessments or taxes in payment of any bond issued or debts contracted by order existing at the time of annexation.

Section 3. In accordance with RCW 35A.14.330, the annexation area shall be subject to the zoning classifications established by the City of White Salmon Municipal Code Section 17 Zoning and shall be zoned R1 Single-Family Residential.

Section 4. The City Clerk is hereby directed to file with the Board of County Commissioners of Klickitat County a certified copy of this ordinance. The City Clerk is further directed to file with the Office of Financial Management a certificate as required by RCW 35A. 14.700 within thirty (30) day so the effective date of annexation.

Section 5. This Ordinance shall become effective 30 days from date of adoption.

Passed by the council and approved by the Mayor on this 19th day of June 2019.

David Poucher, Mayor

ATTEST:

Jan Brending, Clerk/Treasurer

Approved as to form:

Kenneth B. Woodrich, City Attorney

ORDINANCE NO. 253

AN ORDINANCE ANNEXING CERTAIN PROPERTY HEREIN-
AFTER DESCRIBED TO THE TOWN OF WHITE SALMON,
THEREBY INCORPORATING SAID PROPERTY HEREINAFTER
DESCRIBED WITHIN THE CORPORATE LIMITS OF THE
TOWN OF WHITE SALMON

WHEREAS, a petition for annexation of certain property as hereinafter set forth, situated in Klickitat County, State of Washington, having been filed with the Town Council of the Town of White Salmon, which petition was heretofore filed with the said Town of White Salmon on April 18, 1973, and it appearing from said petition that the owners of the real property hereinafter described lying contiguous to the Town of White Salmon are desirous of annexing to and being made a part of the said corporate Town of White Salmon under the provisions of RCWA 35.13.130; and it further appearing that due notice of such hearing on petition for annexation to the Town of White Salmon having been made and filed herein and that said copy of notice of hearing having been posted in three public places in the said Town of White Salmon, to wit, one copy posted at the White Salmon Post Office, one copy posed at the White Salmon City Hall and one copy posted on the door of the Justice Court, West District, Klickitat County, Washington, and that, further, it appearing that from the affidavit of publication herein on file, a copy of said notice of hearing for petition for annexation to the Town of White Salmon having been published in The Enterprise, a legal newspaper situated in the Town of White Salmon, Washington, the same being published one time as shown by the affidavit herein, and

WHEREAS, it further being made shown to appear that the Town Council of the Town of White Salmon having duly brought on for hearing the petition of the owners of the said property hereinafter described and set forth, and it appearing from the records and files herein that, in fact, the valuations of the said property owners and

property herein to be annexed and proposed to be annexed has not less than seventy-five percent (75%) of the value of the property to be annexed, and

WHEREAS, the Town Council of the Town of White Salmon having voted thereupon to accept such petition, now, therefore,

BE IT ORDAINED by the Town Council of the Town of White Salmon that the following described property be and is hereby annexed to the corporate Town of White Salmon, Klickitat County, Washington, and that the same shall be included therein said corporate limits and that the said property hereinafter described is hereby annexed and shall become and does by this ordinance become a part of the Town of White Salmon, Washington, and subject to its laws and ordinances then and thereafter in force and to be enacted;

BE IT FURTHER ORDAINED by the Town Council of the Town of White Salmon that all property hereinafter described, which is by virtue annexed to the Town of White Salmon by this ordinance, shall be assessed and taxed at the same rate and on the same basis as other property within the Town of White Salmon, including assessments, taxes, bonds issued or debts contracted prior to or existing at the date of annexation;

BE IT FURTHER ORDAINED by the Town Council of the Town of White Salmon that the following described property situated in Klickitat County be and the same is hereby annexed to and made a part of the Town of White Salmon under the provisions of RCWA 35.13.130:

The south 75 feet of the east 100 feet of the following described property:

That portion of the Northwest quarter of the northwest quarter of Section 19, Township 3 North, Range 11 east, W.M., described as follows:

Beginning at the southwest corner of said northwest quarter of northwest quarter, running thence north along the west line of said northwest quarter of northwest quarter 398 feet; thence south 87° 30' east 321.8 feet to intersection with the west line extended north of a tract conveyed to T. N. Talbert as described in deed recorded in Volume 54 of Deeds, page 511, records of

said county; thence south along said west line extended and said west line to the southwest corner of said Talbert Tract; thence east along the south line of said Talbert Tract 225.911 feet, more or less, to the west line of the county road; thence south along said west line 185.5 feet, more or less, to the south line of said northwest quarter or northwest quarter; thence west along said south line 524.44 feet, more or less, to the point of beginning.

BE IT FINALLY ORDAINED that this ordinance shall take effect and have as its effective passage date this 24th day of ~~May~~, 1973.

Passed by the Town Council of the Town of White Salmon this 16th day of ~~May~~, 1973.

William Heard
Mayor

Attest:

Ardys H. Doherty
Town Clerk

Approved as to form:

Town Attorney

Item Attachment Documents:

3. Ordinance 2019-06-1044, Adopting WSMC 2.21 Hearing Examiner
 - a. Presentation
 - b. Discussion
 - c. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: June 19, 2019
Agenda Item: Ordinance 2019-06-1044, Adopting Chapter 2.21 Hearing Examiner
Presented By: Pat Munyan, City Administrator and Ken Woodrich, City Attorney

PROPOSED MOTIONS:

Move to approve Ordinance 2019-06-1044, Adopting Chapter 2.21 Hearing Examiner upon the first reading.

Why is it a legislative issue:

The council approves all ordinances adopted by the city.

Explanation of issue:

There are times where it may be more appropriate, or due to a conflict of interest or appearance of fairness issue, when a hearing examiner is used to provide an adjudicatory system for acting upon quasi-judicial matters and reviewing contested administrative determinations.

The proposed ordinance provides a mechanism whereby the Planning Administrator (at this time designated to be the City Administrator) can recommend to the City Council that a hearing examiner be used. It is the City Council's sole discretion as to when to use a hearing examiner.

The proposed ordinance also provides for challenges to the optional use of a hearing examiner.

Budget:

Funds for the use of a hearing examiner will come from the city's planning budget (contractual line item). It is recommended that an amount be budgeted for the use of a hearing examiner each year.

Staff or Committee recommendation:

Staff recommends approval of Ordinance 2019-06-1044, Adopting Chapter 2.21 Hearing Examiner.

**CITY OF WHITE SALMON
ORDINANCE NO. 2019-06-1044**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON,
WASHINGTON ADOPTING WHITE SALMON MUNICIPAL CODE CHAPTER 2.21
FOR PURPOSES OF ESTABLISHING HEARING EXAMINER PROCEDURE AND
DECISION PROTOCOL AND PROVIDING FOR SEVERABILITY AND AN
EFFECTIVE DATE**

WHEREAS, the City desires to hire or contract with a hearing examiner to address land use matters in place of the Planning Administrator, Planning Commission or the City Council; and,

WHEREAS, Code Cities in Washington State have statutory authorization to establish a hearing examiner system under RCW 35A 63.170, and RCW 58.17.330; and,

WHEREAS, the City Council shall prescribe procedures to be followed by a hearing examiner and specify the legal effect of the decisions made by the examiner.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON DO HEREBY ORDAIN AS FOLLOWS:

Section 1

Adopting Chapter 2.21 -- Hearing Examiner

Chapter 2.21 - HEARING EXAMINER

Sections:

2.21.010 - Created—Powers and duties.

2.21.020 - Appointment—Removal.

2.21.030 - Optional use of hearing examiner.

2.21.040 - Challenges to optional use of hearing examiner.

2.21.050 - Conflict of interest.

2.21.060 - Disqualification of hearing examiner.

2.21.070 - Legal counsel for hearing examiner.

2.21.080 - Noninterference in performance of duties.

2.21.090 - Decisions—Hearing examiner conduct.

2.21.100 - Decisions—Finality and appeals.

2.21.110 - Fees.

2.21.010 - Created—Powers and duties.

A. There shall be a hearing examiner for the city. Known as the "City of White Salmon Hearing Examiner," the position is established to provide an efficient and effective administrative adjudicatory system for acting upon quasi-judicial matters and reviewing contested administrative determinations.

- B. Except for amendments to the comprehensive plan, zoning code or zoning map, the hearing examiner may be empowered to hear and decide any adjudicative land use proceeding or appeal arising from White Salmon Municipal Code Titles 16 – Land Divisions, 17 - Zoning, and 18 - Environment.
- C. When performing its role as the city's adjudicative or appellate authority, the hearing examiner shall have the same powers and duties as are granted to the adjudicative or appellate authority the hearing examiner is empowered to replace.
- D. The hearing examiner shall adopt rules concerning procedures for scheduling and conduct of hearings and as otherwise related to the duties of the office, not inconsistent with the terms of this chapter.

2.21.020 - Appointment—Removal.

- A. The hearing examiner shall be appointed by the mayor and confirmed by the council. Appointments may occur on a case-by-case basis or for longer terms not to exceed three years.
- B. The party appointed to serve the City in this role must be an experienced attorney, with expertise presiding over hearings often involving private citizens without counsel, in matters typically addressing land use, planning, code enforcement, and development issues. The Examiner must be familiar with due process, appearance of fairness rules, applicable Washington State law and become familiar with the city of White Salmon development codes and other relevant codes, ordinances, regulations and policies.
- C. The hearing examiner may be removed by the council at any time. upon request of the hearing examiner proposed for removal, the council may hold a hearing on the removal before it becomes effective.
- D. Vacancies in the Hearing Examiner position shall be filled as soon as possible.

2.21.030 - Optional use of hearing examiner:

After consultation with the planning administrator, the council may, in its discretion, elect to use the hearing examiner in lieu of the council, planning commission, or board of adjustment for adjudicative or appellate land use proceedings. Except regarding decisions below, code provisions relating to the council, to the planning commission, or to the board of adjustment as an adjudicative body (including on remand) shall be construed as including the alternate use of the hearing examiner, where applicable.

2.21.040 - Challenges to optional use of hearing examiner.

- A. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, challenging the city council's optional use of the hearing examiner.
- B. The hearing examiner shall rule on the affidavit prior to making other rulings and prior to the hearing.

- C. The hearing examiner may remand the matter back to the city council to reconsider the use of the adjudicative or appellate authority the council originally empowered the hearing examiner to replace.

2.21.050 - Conflict of interest.

The hearing examiner shall not conduct or participate in any hearing or decision in which they have a direct or indirect personal interest, which might exert such influence upon the examiner that might improperly interfere with the decision-making process. Any actual or potential conflict of interest shall be disclosed to the parties immediately upon discovery of such conflict and the examiner shall abstain from any further proceedings in the matter unless all parties agree in writing to have the matter heard by that hearing examiner.

2.21.060 - Disqualification of hearing examiner.

- A. Prior to any hearing on a matter, a party may file an affidavit, which is a sworn statement in writing and under oath, stating that such party cannot have a fair and impartial hearing by reason of the hearing examiner's personal bias or prejudice.
- B. The hearing examiner shall rule on the affidavit only after ruling on a challenge brought under WSMC 2.21.050, above and prior to making other rulings and prior to the hearing.
- C. The hearing examiner may enter an order of disqualification to in the event of personal bias or prejudice or to preserve the appearance of fairness.

2.21.070 - Legal counsel for hearing examiner.

General legal advice to the hearing examiner will be provided by the city attorney, except that in a contested case where the city will be represented by the city attorney, the mayor with input from the city council may appoint independent counsel to render legal advice to the hearing examiner, the cost of which shall be borne by the city.

2.21.080 - Noninterference in performance of duties.

No person shall attempt to interfere with or improperly influence the hearing examiner in the performance of designated duties. This provision shall not prohibit the city attorney from providing legal advice to the hearing examiner.

2.21.090 - Decisions—Hearing examiner conduct.

Each final decision of a hearing examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision. Such findings and conclusions shall also set forth the manner in which the decision would carry out and conform to the city's comprehensive plan and the city's development regulations. Each final decision of the hearing examiner, unless a longer period is mutually agreed to in writing by the applicant and the hearing examiner, shall be rendered within ten working days following conclusion of all testimony and hearings.

2.21.100 - Decisions—Finality and appeals.

The action by the hearing examiner on a matter shall be final and conclusive unless an appeal is timely filed in accordance with RCW 36.70C, Judicial Review of Land Use Decisions.

2.21.110 - Fees.

Each application brought before the hearing examiner shall be accompanied by payment of a fee which shall be set by resolution of the city council.

Section 2.

Severability: If any section, sentence, clause or phrase of this Ordinance shall be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

Section 3.

Effective Date and Publication: This Ordinance shall be effective five days after publication of the Ordinance, or a summary thereof consisting of its title, in the official newspaper of the City.

Passed by the City Council on the 19th day of June 2019.

David Poucher, Mayor

Attest:

Jan Brending, City Clerk/Treasurer

Approved as to Form:

Ken Woodrich City Attorney

Item Attachment Documents:

4. Professional Services Contract, Hearing Examiner - Joe Turner
 - a. Presentation
 - b. Discussion
 - c. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: June 19, 2019
Agenda Item: Professional Services Contract, Hearing Examiner
Presented By: Pat Munyan, City Administrator and Ken Woodrich, City Attorney

PROPOSED MOTIONS:

Move to authorize signing a contract with Joe Turner, PC to provide services to the City of White Salmon as hearing examiner through December 31, 2020 at \$215 per hour including all labor, materials, equipment, supplies and expenses excluding mileage, copies and postage.

Why is it a legislative issue:

The council authorizes all contracts and confirms the appointment of a hearing examiner per newly adopted Chapter 2.21 Hearing Examiner.

Explanation of issue:

Staff recommends the use of Joe Turner as the city's hearing examiner (if Ordinance 2019-06-1044, Adopting Chapter 2.21 Hearing Examiner is adopted). Joe Turner has experience in acting as Hearing Examiner and comes highly recommended.

Budget:

Funds for the use of a hearing examiner will come from the city's planning budget (contractual line item). It is recommended that an amount be budgeted for the use of a hearing examiner each year.

Staff or Committee recommendation:

Staff recommends approval of Ordinance 2019-06-1044, Adopting Chapter 2.21 Hearing Examiner.

Professional Services Agreement

Hearing Examiner Services

THIS AGREEMENT is entered into between the City of White Salmon, a municipal corporation, hereinafter referred to as the "City", and Joe Turner P.C. , Municipal Hearings Official, hereinafter referred to as the "Consultant", in consideration of the mutual benefits, terms, conditions hereinafter specified.

1) Project Designation: The Consultant is retained by the City to perform Hearing Examiner services for the City.

2) Scope of Services: The Consultant agrees to perform Hearing Examiner services in connection with White Salmon Municipal Code Ch. 2.21 and pursuant to RCW 58.17.330 and RCW 35A.63.170, including the provision of all labor, materials, equipment, supplies and expenses.

3) Time of Performance: The Consultant shall provide all services and work product required pursuant to this agreement through December 31, 2020, unless an extension of such time is granted in writing by the City, or the Agreement is terminated by the City in accordance with Section 13 of this agreement.

4) Payment: The City shall pay the Consultant for completed work and for services rendered under this agreement as follows:

The City shall pay the Consultant direct compensation at the rate of \$215.00 per hour for the time he spends in review, investigation, travel, sitting as the Hearing Examiner and the rendering of decision.

All work performed shall be inclusive of labor, materials, equipment, supplies and expenses.

The City shall compensate the Consultant for certain expenses consisting of mileage at the current IRS mileage reimbursement rate in effect at the time the mileage is incurred, copies at \$0.10 per copy and postage pursuant to standard postage rates.

The Consultant may submit vouchers to the City once per month during the progress of the work for payment for project completed to date. Payment shall follow the second Council meeting (fourth Tuesday) of each month following receipt of the Consultant's invoice.

The Consultant's records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the City and of the State of Washington for a period of three [3] years after final payment. Copies shall be made available upon request.

5) Ownership and Use of Documents: Except for the record of any final decision filed with the City, all documents, electronic copies and other materials produced by the Consultant in connection with the services rendered under this agreement shall be the Consultant's adjudicative work product and shall not be considered public records unless held to be so by a court of competent jurisdiction. In the event a

court so rules after notice to the Consultant pursuant to RCW 42.56.520, the Consultant agrees to cooperate with the City to deliver materials to the Court for *in camera* inspection and/or production to the requestor.

6) Compliance with Laws: The Consultant shall in performing the services contemplated by this Agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations applicable to the services to be rendered under this Agreement.

7) Indemnification/Hold Harmless: The Consultant shall defend, indemnify and hold the City, its officers, officials, employers and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors, or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the negligence of the City.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this Section shall survive the expiration or termination of this Agreement.

8) The Consultant's Liability Insurance:

The Consultant shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant.

The Consultant shall maintain Professional liability insurance appropriate to the Consultant's profession in the amount of no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Consultant shall furnish the City with original certificates evidencing the Professional Liability of the Consultant before commencement of the work.

9) Independent Consultant:

The Consultant and the City agree that the Consultant is an independent consultant with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto.

Neither the Consultant nor any employee of the Consultant shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to the Consultant, or any employee of the Consultant.

10) Discrimination Prohibited: The Consultant in his performance of this Agreement will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex, or the presence of

any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

11) Assignment: The Consultant shall not sublet or assign any of the services covered by this Agreement to anyone other than its employee, Joe Turner, without the express written consent of the City.

12) Non-Waiver: Waiver by the City of any provision of this Agreement or any time limitation provided for in this Agreement shall not constitute a waiver of any other provision.

13) City's Right to Terminate Agreement: The City shall have the right at its discretion and determination to terminate the Agreement following thirty [30] calendar days' written notice.

14) Notices: Notices to the City shall be sent to the following address:

Pat Munyan
City of White Salmon
100 N. Main Street
PO Box 2139 White Salmon, Washington 98672
Phone [509] 493-1133
Email: 'Patrick Munyan' <patm@ci.white-salmon.wa.us>

Notices to Contractor shall be sent to the following address:

Joe Turner, Esq., AICP
30439 SE Jackson Road
Suite 200
Gresham, Oregon 97080
Phone: [503] 663-7092
Fax: [503] 663-7289
Email: jtpc@frontier.com

15) Dispute Clause and Venue: This Agreement shall be governed by and construed under the laws of the State Washington, and any action brought to enforce the terms of this Agreement shall be brought in a court of competent jurisdiction located in Skamania County. In the event of a dispute concerning a term or obligation under this agreement, the prevailing party shall be entitled to its attorney fees and costs at trial and on appeal.

16) Entire Agreement:

This Agreement represents the entire Agreement between the parties and supersedes all previous Agreements or understandings between them. This Agreement may be modified only in writing, provided both parties have signed the amended document.

In the event any provision of this Agreement is deemed invalid or contains an irresolvable ambiguity, the remaining provisions shall nevertheless continue to be valid and enforceable.

No changes or modifications to this Agreement shall be valid or binding upon either party unless such changes or modifications be in writing and executed by both parties.

Joe Turner, P.C.

CITY OF WHITE SALMON, a Washington
Municipal Corporation

By: _____
Joe Turner, its _____

By: _____
David Poucher, its Mayor

Date: _____

Date: _____

ATTEST:

Clerk Treasurer of White Salmon

Date: _____

APPROVED AS TO FORM:

Attorney for the City of White Salmon

Date: _____

Item Attachment Documents:

5. Interlocal Agreement for Law Enforcement Services - Klickitat County
 - a. Presentation
 - b. Discussion
 - c. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: June 19, 2019
Agenda Item: Interlocal Agreement, Law Enforcement Services Coverage
Presented By: Mike Hepner, Police Chief

PROPOSED MOTIONS:

Move to authorize signing an interlocal agreement with Klickitat County to provide law enforcement services coverage for the month of July 2019 at the overtime rate of specific deputy providing the coverage.

Why is it a legislative issue:

The council authorizes all contracts and interlocal agreements.

Explanation of issue:

The Bingen-White Salmon Police Department has two officers resign in the last few months – Tony Warren May 2019 and Ashley Hackett (last day with department is July 21st, however she will also be on military duty during July). Kate Daniels will graduate from the academy July 11th. The use of Klickitat County Sheriff's Office to provide law enforcement coverage will ensure that the remaining officers and myself are not overtaxed by working excessive hours. The coverage provided by Klickitat County Sheriff's Office will also ensure that the City of White Salmon has the necessary law enforcement coverage needed.

I am in the process of hiring two new entry level officers who will then be enrolled in the academy as soon as possible.

Budget:

Funds for the law enforcement services coverage by Klickitat County will come from the police department's budget. At this time, no amendment to the department's budget is anticipated.

Staff or Committee recommendation:

Staff recommends authorizing an interlocal agreement with Klickitat County to provide law enforcement services coverage for the month of July 2019 at the overtime rate of the specific deputy providing the coverage.

KLICKITAT COUNTY/CITY OF WHITE SALMON

INTERLOCAL AGREEMENT FOR LAW ENFORCEMENT COVERAGE

THIS AGREEMENT is made and entered into by and between KLINKITAT COUNTY, a municipal corporation, having its principal offices at 205 S Columbus Ave, Goldendale, Washington, 98620 (The County) and the Bingen-White Salmon Police Department or City of White Salmon (Contract Agency), having its principal offices at 100 N. Main, White Salmon, Washington, 98672.

WHEREAS, the County is authorized by law to operate a enforcement agency and the Contract Agency is authorized by law to operate a law enforcement agency;

WHEREAS, the Contract Agency wishes to hire Klickitat County Sheriff's Office for law enforcement coverage;

WHEREAS, the County is amenable to providing such coverage;

WHEREAS, RCW 39.34.080 and other Washington laws authorize any public agency to contract with another public agency to perform services and activities that each such public agency is authorized by law to perform; and

WHEREAS, the County and Contract Agency have considered the anticipated costs of the law enforcement services to be provided and determined it is in each of their best interests to enter into this Agreement as authorized and provided for by RCW 39.34.080 and other Washington law.

AGREEMENT

For and in consideration of the conditions, covenants and agreements contained herein the parties agree as follows;

1. PURPOSE:

It is the purpose of this Agreement to provide law enforcement coverage within the City of White Salmon by the Klickitat County Sheriff's Office.

2. LAW ENFORCEMENT COVERAGE:

The County shall provide law enforcement coverage from 7:00 a.m. to 5:00 p.m. (0700 – 1700 hours) for the following dates: July 5, 6, 7, 12, 13, 15, 19, 20, 21, 26, 27, 28 of 2019:

3. CONTRACT REPRESENTATIVES:

All written notices, reports and correspondence required or allowed by this Agreement shall be sent to the following:

County:	Klickitat County Sheriff's Office
	Bob Songer
	Sheriff
	205 S Columbus, MS-CH-7
	Goldendale, WA 98620
	Phone: 509-773-4455/509-773-6575

Contract Agency: Bingen-White Salmon Police Department
Mike Hepner
Chief of Police
PO Box 2139
142 E Jewett Blvd
White Salmon, WA 98672
Phone: 509-493-1177/Fax: 509-493-1007

4. COST AND INVOICING:

- a. The Contract Agency shall pay the hourly overtime rate of the individual Klickitat County deputy who is working the assigned shift.
- b. The Klickitat County Sheriff's Office will invoice the City of White Salmon based on the above rate.

5. INDEMNIFICATION, HOLD HARMLESS AND INSURANCE:

- a. The Contract Agency agrees to defend, indemnify and hold harmless the County, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from or alleged to have arisen from the Contract Agency's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the Contract Agency, its appointed and elected officials, employees and agents.

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the County, its officers, agents, or employees, the Contract Agency's indemnification obligation hereunder shall be limited to the Contract Agency's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- b. The County agrees to defend, indemnify and hold harmless the Contract Agency, its appointed and elected officials, employees and agents from and against all liability, loss, cost, damage and expense, including costs and attorney's fees in defense thereof because of actions, claims or lawsuits alleging damages sustained by any person or property including death at any time resulting thereof, arising from, or alleged to have arisen from the County's performance under this Agreement or as a consequence of any wrongful or negligent acts or omission of the County, its appointed and elected officials, employees and agents;

To the extent the claim, damages, losses and expenses are caused by intentional acts of or by the concurrent negligence of the Contract Agency, its officers, agents, or employees, The County's indemnification obligation hereunder shall be limited to the County's proportionate share of liability as agreed to by the parties to this Agreement or determined by a court of competent jurisdiction.

- c. Insurance Requirement_ The County and the Contract Agency shall maintain and provide evidence of liability coverage.

The terms of Section 5 **INDEMNIFICATION, HOLD HARMLESS AND INSURANCE** shall survive the termination or expiration of this Agreement.

6. NON-DISCRIMINATION POLICY:

The County and the Contract Agency agree not to discriminate in the performance of this Agreement because of race, color, national origin, sex, sexual orientation, age, religion, creed, marital status, disabled or Vietnam era veteran status, or the presence of any physical, mental, or sensory handicap.

7. ADMINISTRATION/DISPOSAL OF PROPERTY:

This Agreement is executed in accordance with the authority of Chapter 39.34 RCW, the Interlocal Cooperation Act. No real or personal property will be jointly acquired by the parties under this agreement. All property owned by each of the parties shall remain its sole property to hold and dispose of in its sole discretion.

8. WAIVER OF RIGHTS:

No waiver of any right under this Agreement shall be effective unless made in writing by an authorized representative of the party to be bound thereby. Failure to insist upon full performance on any occasion shall not constitute consent to or waiver of any continuation of nonperformance or any later nonperformance; nor does payment of a billing or continued performance, after notice of a deficiency in performance, constitutes acquiescence thereto.

9. TERMINATION:

This Agreement may be terminated prior to expiration by written notice from either party delivered by regular mail to the contact person at address set forth herein. The notice shall set forth the reason the party wishes to terminate the Agreement.

10. DURATION:

The term of this Agreement shall be for the month of July, 2019.

11. MODIFICATION: This Agreement may only be modified by written instrument signed by both Parties.

12. GOVERNING LAW/VENUE:

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and in the event of dispute; the venue for any action brought hereunder shall be in Klickitat County Superior Court.

13. MISCELANEOUS:

In providing these services to the Contract Agency, the County is an independent contractor and neither its officers, agents, nor employees are employees of the Contract Agency for any purpose including responsibility for any federal or state tax, industrial insurance or Social Security liability. No provision of services under this Agreement shall give rise to any claim of career service or civil service right, which may accrue to an employee of the Contract Agency under any applicable law, rule, or regulation.

14. SEVERABILITY:

If any provision of this contract shall be held invalid, the remainder of this contract shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

15. INTERLOCAL AGREEMENT REPRESENTATIONS

This is an interlocal agreement pursuant to RCW Ch 39.34 and the parties make the following representations:

- a. Duration. This AGREEMENT shall terminate on July 31, 2019 or as otherwise provided in Section 10, above.
- b. Organization. No new entity will be created to administer this agreement.
- c. Purpose. The purpose is to enable the City of White Salmon to contract with Klickitat County for law enforcement services.
- d. Manner of Financing. The parties intend to finance this agreement in cash as part of their general fund budgets.
- e. Termination of Agreement. The parties shall have the right to terminate this agreement as provided in Section 9, above.
- f. Other. All terms are covered by this Agreement. No additional terms are contemplated.
- g. Selection of Administrator. The Police Chief of the Bingen-White Salmon Police Department shall be the Administrator for this Interlocal Agreement.
- h. Filing. Prior to its entry into force, this agreement shall be filed with the Klickitat County Auditor or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.

[Signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

**CITY OF WHITE SALMON,
A MUNICIPAL CORPORATION**

**BOARD OF COMMISSIONERS
KLICKITAT COUNTY, WASHINGTON**

Mayor

Chairman

Commissioner

City Clerk

Commissioner

Bob Songer, Klickitat County Sheriff

APPROVED AS TO FORM ONLY:

ATTEST:

City Attorney

Clerk of the Board

APPROVED AS TO FORM ONLY:

Klickitat County Prosecuting Attorney

Mike Hepner

From: Bob Songer
Sent: Friday, June 07, 2019 3:51 PM
To: Mike Hepner
Subject: Bingen-White Salmon Law Enforcement Coverage

TO: Police Chief Mike Hepner
Bingen-White Salmon Police Department

June 7, 2019

FROM: Sheriff Bob Songer
Klickitat County Sheriff's Office

RE: Bingen-White Salmon Police Department request for Law Enforcement Coverage by the Klickitat County Sheriff's Office.

Chief Hepner

Mike, yes we will be happy to provide Law Enforcement coverage for the shifts and times you mentioned in your letter address to KCSO dated June 5th, 2019.

Based on what we talked about, it is my understanding you need patrol shifts covered from (0700 - 1700 hours) day shift during the month of July 2019. The Law Enforcement coverage would consist of the following dates, July 5th, 6th and 7th, July 12th, 13th, and 14th, July 19th, 20th and 21st and July 26th, 27th and 28th, of 2019.

It is further my understanding, the Cities of Bingen-White Salmon will pay an hourly rate of time an half for Klickitat County Deputies working the above listed shifts during July 2019. The overtime rate of time an half will be based on the individual deputy's hourly rate of pay.

Klickitat County Sheriff's Office will initially pay the deputies overtime rate of time an half per hours worked covering the above listed shifts for the Bingen-White Salmon Police Department. The Klickitat County Sheriff's Office will send the Cities of Bingen-White Salmon an invoice requesting reimbursement for the overtime hourly rate of pay spent on individual deputies providing patrol coverage in Bingen-White Salmon on the dates and times listed above in this memo.

Bob Songer
Sheriff
Klickitat County, Washington
Cell # 509-261-1833
Office # 509-773-4455

Bingen-White Salmon
Police Department

142 E Jewett Blvd / PO Box 2139
White Salmon, Washington 98672



Mike Hepner, Chief of Police

Telephone (509) 493-1177 Fax (509) 493-1007

06/05/2019

Klickitat County Sheriff's Office

RE: Bingen-White Salmon Coverage

Sheriff Songer,

As we discussed in person, I am reaching out to seek assistance from your Office in covering shifts for me at the Bingen-White Salmon Police Department. The shifts I need covered are Friday-Sunday dayshift (0700-1700 hours). These shifts would start July 5th and continue until I have the staffing levels to fill this vacant position. I currently have an officer in the academy and she graduates July 11th. However, I will need time to place her through the FTO program. For the month of July I would need day shift covered by your office on July 5th-7th, 12th-14th, 19th-21st, and 26th-28th. If for some reason your office has an event that you need your deputies to attend I will provide overtime to my current officers to fill these shifts within the cities of Bingen and White Salmon.

If you could please forward me a letter/memorandum that I could take to the city council with the agreement we have that contains the language of your office that would include billing the city monthly for your deputy's wages at time and a half to cover these shifts.

Sincerely,

Chief Mike Hepner
142 E Jewett Blvd
White Salmon WA. 98672
(509)493-1177
mike@bwspolice.com

Item Attachment Documents:

6. Authorizing Loan Application to Public Works Trust Fund Board
 - a. Presentation
 - b. Discussion
 - c. Action



AGENDA MEMO

Needs Legal Review: No
Council Meeting Date: June 19, 2019
Agenda Item: Public Works Trust Fund Loan Application
Presented By: Jan Brending, Clerk Treasurer

PROPOSED MOTIONS:

Authorization to submit a "Pre-Construction" Loan application to the Public Works Board for a Public Works Trust Fund Loan in the amount of \$750,000.

Why is it a legislative issue:

Council approval is required to submit loan and grant applications.

Explanation of issue:

The Public Works Trust Fund has funding available for construction, pre-construction and emergency loans. I am recommending the City of White Salmon submit an application for a pre-construction loan for the replacement of the 14-inch main line that runs from Buck Creek into White Salmon. These funds would allow the city to complete the design of the 14-inch main replacement project and put the city in a better place to apply for infrastructure funding both at the federal (when it becomes available) and state levels.

Replacement of the 14-inch main line is a priority project.

Budget:

Repayment of the loan would come from water utility rates.

Staff or Committee Recommendation:

Staff recommends the city authorize the submission of a pre-construction loan application to the Public Works Board for a Public Works Trust Fund Loan in the amount of \$750,000.

**CITY OF WHITE SALMON, WASHINGTON
TRANSMISSION MAIN IMPROVEMENTS
PROJECTED COSTS FOR TR-1 THROUGH TR-4**

Project	Cost, \$
TR-1, TR-2, and TR-3 (Lower Half)	
Construction w/20% Contingency	\$ 4,200,000
Preconstruction Services (Engineering, Cultural, Environmental, Permitting)	\$ 500,000
Construction Engineering	\$ 480,000
PROJECT TOTAL	\$ 5,180,000
TR-4 (Upper Half)	
Construction w/20% Contingency	\$ 2,300,000
Preconstruction Services (Engineering, Cultural, Environmental, Permitting)	\$ 250,000
Construction Engineering	\$ 270,000
PROJECT TOTAL	\$ 2,820,000
Combined TR-1, TR-2, TR-3, and TR-4	
Construction w/20% Contingency	\$ 6,500,000
Preconstruction Services (Engineering, Cultural, Environmental, Permitting)	\$ 750,000
Construction Engineering	\$ 750,000
PROJECT TOTAL	\$ 8,000,000

Item Attachment Documents:

7. Equipment Bid - Public Works Trucks
 - a. Presentation
 - b. Discussion
 - c. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: June 19, 2019
Agenda Item: Public Works Heavy Duty Diesel 4x4 Crew Cab & Chassis Bid
Presented By: Jan Brending, Clerk Treasurer

PROPOSED MOTIONS:

Authorization to accept bid is the amount of \$56,744, including sales tax, for the purchase of a 2019 RAM Chassis Tradesman Crew Cab.

Why is it a legislative issue:

The council authorizes all purchase of equipment over a certain price, that is not purchased off of a state contract.

Explanation of issue:

Normally the city tries to purchase equipment, in particular vehicles, off of a state contract. The desired size of vehicle was not available on state contract. The city issued a bid on May 29 for a heavy-duty diesel 4x4 crew cab and chassis. The city received one bid from CH Urness Motors Company in The Dalles for \$56,744. This bid is comparable to the price via state contract (if the vehicle(s) had been available) and is less than an informal quote for the same vehicle from a company located in Idaho. The specifications meet the bid requirements outline in the bid documents. The body for the truck will be purchased through state contract and will be installed as soon as the truck is purchased.

Budget:

Funds are currently budgeted for the cost of the crew cab and chassis and the body.

Staff or Committee recommendation:

Staff recommends authorizing acceptance of the bid from CH Urness Motors Company for a 2019 Dodge RAM Chassis Tradesman Crew Cab in the amount of \$56,744, including sales tax.

HEAVY-DUTY 4X4 DIESEL CREW CAB AND CHASSIS
BID

To: City of White Salmon
White Salmon, WA 98672

The undersigned hereby certifies that the requirements and specifications for a Heavy-Duty 4x4 Diesel Crew Cab and Chassis has been read and understands the same and proposes as follows:

MAKE AND MODEL OF ITEM QUOTED:

2019 RAM 5500 CREW CAB & CHASSIS 4x4 84" C.A.

Delivery Date: _____

BID PRICE FOR ONE (1) HEAVY-DUTY
4X4 DIESEL CREW CAB AND CHASSIS
WASHINGTON STATE SALES TAX 7.8%
TOTAL BID

\$ \$ 52,589.-
\$ \$ 4,155
\$ \$ 56,744

DATED this 31st day of May, 2019

FIRM NAME: C.H. Urness Motor Co.

TELEPHONE: 541-296-2284 EMAIL: eric@urnessmotors.com

MAILING ADDRESS: 505 Cherry Heights Rd, The Dalles, OR, 97058

PHYSICAL ADDRESS: SAME

SIGNATURE OF AUTHORIZED OFFICIALS:

ERIC MULLINS, COMM. MGR.

E. Z. W.

Please print name and title

Signature

Please print name and title

Signature

BID MUST BE SIGNED

Note: (1) If the bidder is a co-partnership, so state, giving firm name under which business is transacted.
(2) If the bidder is a corporation, this proposal must be executed by its duly authorized officials.

City of White Salmon

Minimum Specifications for Heavy Duty 4x4 Diesel Crew Cab and Chassis

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS/EXCEPTIONS (Must be Completed)
1. Wheelbase: 197.4"	1. <u>197.4</u>
2. Cab-to-Axles: 84"	2. <u>84" C.A.</u>
3. Engine: Turbo Diesel Engine	3. <u>6.7 L TURBO DIESEL</u>
4. Transmission: 6-speed automatic, heavy duty	4. <u>6 speed HD AUTOMATIC</u>
5. Steering: Power	5. <u>POWER STEERING</u>
6. Windows and Locks: Power	6. <u>POWER LOCKS & POWER WINDOW</u>
7. Alternator: Heavy Duty, 110 amps minimum	7. <u>220 amp</u>
8. Battery: Dual 12-volt, 750 cca/78 amps	8. <u>DUAL 730 maint. free</u>
9. Brakes: Four (4) wheel disc with anti-lock	9. <u>4 wheel anti-lock disc</u>
10. Jack: Lug wrench and jack provided	10. <u>Jack & lug wrench provided</u>
11. Tires: All-season, all-track tires	11. <u>All traction tires</u>
12. Spare: Full size tire and wheel	12. <u>Full size spare tire/wheel</u>
13. Radio: AM-FM with clock	13. <u>AM/FM/SAT RADIO</u>
14. Mirrors: Left and right exterior adjustable	14. <u>power, heated, trailer tow mirrors.</u>
15. Suspension: Heavy-service package, heavy front springs, auxiliary rear springs	15. <u>HD FRONT & REAR SUSPENSION</u>

16. Towing: 23,120 lbs.	16. <u>23,120 lbs towing capacity</u>
17. Rear Axle: Single, 4.10 axle ratio, with dual rear wheels	17. <u>Single rear axle 4.44 ratio w/ Dual rear wheels</u>
18. Ventilation: Heater, defroster, air conditioning	18. <u>HEAT, DEFROST, & A/C.</u>
19. Glass: Factory tinted	19. <u>factory tinted</u>
20. Gauges: Instrument panel to have minimum of fuel, oil, voltage, temperature and speedometer	20. <u>Full gauge cluster</u>
21. Fuel Tank: 52 gallons rear fuel tank capacity	21. <u>52 gallon rear fuel tank & 22 gallon mid-ship fuel tank.</u>
22. Direction Turn Signals: Front and rear self-canceling	22. <u>Self canceling front & rear turn signals.</u>
23. Color: White exterior and gray interior with exception of floor mats	23. <u>White interior/gray interior.</u>

Welcome

CITY OF WHITE SALMON



2019 RAM 5500 CHASSIS TRADESMAN CREW CAB 84"C/A 4X4

VIN: 3C7WRNFL1KG554938

At Your Service

Eric Mullins

O: 541-296-2284 M: 541-980-4779

eric@urnessmotors.com

Monday	8:00 am TO 6:00 pm
Tuesday	8:00 am TO 6:00 pm
Wednesday	8:00 am TO 6:00
Thursday	8:00 am TO 6:00
Friday	8:00 am TO 6:00
Saturday	8:00 am TO 6:00 pm
Sunday	CLOSED

C H URNESS MOTORS COMPANY

505 Cherry Heights Rd, The Dalles, OR 97058

Customer Information:
CITY OF WHITE SALMON

PO BOX 2139
, WA 98672
(509) 493-1133

Sales Consultant Information:

Eric Mullins
eric@urnessmotors.com
505 Cherry Heights Rd
The Dalles, OR
541-980-4779

PRICE SUMMARY

MSRP: \$61,460.00
Destination Charge: \$1,695.00
Other: \$4,155.00 (Sales Tax)
Incentive: -\$10,566.00 (Government Incentives)

Your Price: \$56,744.00

COMMENTS

Signature: _____
CITY OF WHITE SALMON

Date: _____

2019 MODEL YEAR
RAM 5500 CHASSIS TRADESMAN CREW CAB 84" C/A 4X4

For more information visit: www.ramtrucks.com
 or call 1-866-RAMINFO

FCA US LLC

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: **\$46,645**

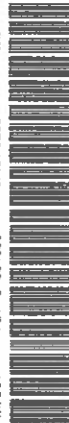
RAM 5500 CREW CAB CHASSIS
 Exterior Color: Bright White Clear Coat Exterior Paint
 Interior: Cloth 40/20/40 Bench Seat
 Engine: 6.7L I6 Cummins Turbo Diesel Engine
 Transmission: ASIS Heavy-Duty 6-Speed Automatic Transmission
STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL SAFETY FEATURES
 Advanced Multistage Front Airbags
 Ram Chassis Cabs are Job-Rated®
 Anti-Spin Differential Rear Axle
 Manual Shift-On-The-Fly Transfer Case
 Electronic Stability Control
 Upgraded Electronic Engine Idle
 4-Wheel Disc Anti-Lock Brakes (4-WSA)
 730-Amp Maintenance Free Battery
 Rear Heavy-Duty Stabilizer Bar
 Keyless Go™
 Sentry Key® Theft Deterrent System
 Speed Control
 Active Grid Shutters
 Automatic Headlamps
 Power Door Locking/Headlamps
 Power Accessory Delay
 52-Gallon Rear Fuel Tank

INTERIOR FEATURES
 Integrated Voice Command with Bluetooth®
 Media Hub (2 USB Aux)
 Remote USB Port - Charge-Only
 Instrument Panel Mounted Auxiliary Switches
 12-Volt Auxiliary Power Outlet
 Power Windows w/ 1-Touch Up and Down Feature
 40/20/40 Split Bench Seat
 Tilt Steering Column
 Passenger-Side Sun Visor with Mirror
 Rearview Day/Night Mirror
 Driver/Passenger Assist Handles
 Black Vinyl Floor Covering
 Uconnect® 3.0

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
 Cloth 40/20/40 Bench Seat \$295
Customer Preferred Package 21A
 Exterior Mirrors with Heating Element
 Power Black Trailer-Tow Mirrors w/Manual Fold-Away
 Safety Group
 Adaptive High Beam Headlamp Control
 Advanced High-Clearance View
 Cluster 7.0" TFT Color Display
 Leather-Wrapped Steering Wheel
 Full-Speed Forward Collision Warning Plus
 Rain-Sensitive Windshield Wipers
 Steering Wheel Mounted Audio Controls
 Trailer Brake Control

Assembly Plant/Port of Entry: SALTILO, MEXICO \$1
 VIN: 3C7WRNFL1KG554838 4-BOX 0256 \$18
 8610



THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.
 *STATE AND LOCAL TAXES IF ANY, LICENSE AND TITLE FEES AND DEALER SUPPLY AND PREPARATION CHARGES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT IF ANY IS BASED ON PRICE OF OPTIONS IF PACKAGED SEPARATELY.

Cold Weather Group \$175
 Electrical Accessory Group \$345
 Z70-Amp Alternator \$495
 Voltage Monitoring System w/Auto Idle Up Control
 Chrome Appearance Group
 Bright Front Bumper
 Radio Black w/Chrome Accents Grille
 Tire Pressure Monitoring System
 Remote Keyless Entry
 ASIS Heavy-Duty 6-Speed Automatic Transmission
 6.7L I6 Cummins Turbo Diesel Engine
 8-20.00 Btc Diesel Capability
 Dual 7.30-Amp Maint Free Batteries
 Smart Diesel Exhaust Brake
 Power Take Off Prep
 Front Fog Lamps
 Mirror-Mounted Auxiliary Reverse Lamps
 52-Gallon Rear Fuel Tank
 Full Size Spare Tire \$695
 225/70R19.5 55 All Traction Tires \$395
 Uconnect® 3 with 5-Inch Display \$250
 SiriusXM® with 1-Year Radio Sub Call 800-643-2112 \$695
 ParkView® Rear Back-Up Camera

Destination Charge \$1,095
TOTAL PRICE: * \$63,155

WARRANTY COVERAGE
 5-year or 100,000-mile Powertrain Limited Warranty
 3-year or 36,000-mile Basic Limited Warranty
 Ask Dealer for a copy of this limited warranties or see your owner's manual for details.

**5 YEAR/100,000 MILE
 POWERTRAIN WARRANTY**

\$52,589

EPA DOT Fuel Economy and Environment

Fuel Economy
N/A
 combined city/hwy city highway
 N/A gallons per 100 miles

Annual fuel COST
N/A

Fuel Economy & Greenhouse Gas Rating (Midsize only)
 1 Best 10 Best

Smog Rating (Midsize only)
 1 Best 10 Best

fuel economy.gov
 Calculate greenhouse gas estimates and compare vehicles

You spend N/A in fuel costs over 5 years
 compared to the average new vehicle.

Heavy duty vehicle, no label required.

QR Code



GOVERNMENT 5-STAR SAFETY RATINGS
 This vehicle has not been rated by the government for frontal crash, side crash or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1-888-327-4236

Tow Rating 23,120 lbs
Payload 7,830 lbs

CITY OF WHITE SALMON

**Bid for One (1) Heavy Duty Diesel 4x4
Crew Cab & Chassis**

**Bids are Due
Wednesday, June 12, 2019
at 3:00 p.m.**

Sealed bids will be received at the City of White Salmon, City Hall by Wednesday, June 12, 2019 at 3:00 p.m., Pacific Standard Time, in order to be considered. City Hall is located at 100 N. Main Avenue, White Salmon WA 98672. Bids can also be mailed to P.O. Box 2139,, White Salmon WA 98672 but must be **received** by 3:00 p.m. on **Wednesday, June 12, 2019**. **If you wish to bid, please submit your sealed submittal on the blanks furnished, in a mailer container or envelope which is plainly marked on the outside with the notation “SEALED BID ENCLOSED – CREW CAB & CHASSIS.”** Bids are due on Wednesday, June 12, 2019 at 3:00 p.m. Pacific Standard Time. Oral, telegraphic, facsimile (fax) or email bids will **not** be accepted. No bid will be accepted after the opening time.

The City reserves the right to reject any and all bids, to waive minor irregularities, consider minor variations to specifics that are clearly detailed, and to accept the lowest or best bid combination which appears to be in the best interest of the City. Bids received after 3:00 p.m., Pacific Standard Time, Wednesday, June 12, 2019, shall be considered late and will not be accepted. **All persons and entities submitte4d bids are hereby notified that the City of White Salmon reserves the right to seek new bids, to accept or reject any or all bids, in part or in whole, to waive minor irregularities, technicalities and or information in proposing, and to award a contract as deemed to be in the best interest of the City of White Salmon.** The City of White Salmon gives further notice that the lowest bid will not necessarily be considered the best bid, and the City reserves the right to select the bid deemed to be in the best interests of the City. If not acceptable bid is received the City of White Salmon also reserve the right to re-bid at its sole discretion.

Bid documents and all addendums are available eon the interest at www.white-salmon.net. Click on the link labeled “Bids & RFPs.”

The bids will be publicly opened and read aloud at City Hall located at 100 N. Main, White Salmon, WA 98672 on Wednesday, June 12, 2019 at 3:30 p.m. The bids will be considered by the City Council at a regularly schedule council meeting at the regularly scheduled meeting on June 19, 2019 at 6:00 p.m. Bid pricing should remain effective for sixty (60) days after the bid opening.

Questions regarding the specifications of this bid should be emailed to jeffco@ci.white-salmon.wa.us.

City of White Salmon

Heavy-Duty 4x4 Diesel Crew Cab and Chassis

Listed below are the minimum specifications for the purchase of a heavy-duty diesel 4x4 crew cab and chassis.

General Requirements

1. Design. The truck shall be new, latest manufacture, and of current design and production. The truck shall be fully assembled. It shall include all necessary operating components and accessories, which are customarily furnished unless otherwise stated, and to insure reliability and efficiency in sustained regular operation.
2. Manuals. The dealer shall be required to supply one (1) complete set (in English) of all operations, p arts, drivability, emission, wiring schematics and maintenance manuals provided with new truck sales, at time of delivery. Manuals in electronic form would be preferable.
3. Equipment. In all cases where the a manufacturer has a selection of equipment considered either standard or heavy-duty, such as cooling system, shocks, batteries, and so forth, the truck being purchase shall be quoted as delivered with heavy-duty items being provided.
4. Safety. Purchased truck shall meet all 2018 or equivalent safety specifications manufacturers, unless otherwise stated in bid proposal.

City of White Salmon

Minimum Specifications for Heavy Duty 4x4 Diesel Crew Cab and Chassis

MINIMUM SPECIFICATIONS	EXACT SPECIFICATIONS/EXCEPTIONS (Must be Completed)
1. Wheelbase: 197.4"	1. _____
2. Cab-to-Axles: 84"	2. _____
3. Engine: Turbo Diesel Engine	3. _____
4. Transmission: 6-speed automatic, heavy duty	4. _____
5. Steering: Power	5. _____
6. Windows and Locks: Power	6. _____
7. Alternator: Heavy Duty, 110 amps minimum	7. _____
8. Battery: Dual 12-volt, 750 cca/78 amps	8. _____
9. Brakes: Four (4) wheel disc with anti-lock	9. _____
10. Jack: Lug wrench and jack provided	10. _____
11. Tires: All-season, all-track tires	11. _____
12. Spare: Full size tire and wheel	12. _____
13. Radio: AM-FM with clock	13. _____
14. Mirrors: Left and right exterior adjustable	14. _____
15. Suspension: Heavy-service package, heavy front springs, auxiliary rear springs	15. _____

16. Towing: 23,120 lbs.	16. _____
17. Rear Axle: Single, 4.10 axle ratio, with dual rear wheels	17. _____
18. Ventilation: Heater, defroster, air conditioning	18. _____
19. Glass: Factory tinted	19. _____
20. Gauges: Instrument panel to have minimum of fuel, oil, voltage, temperature and speedometer	20. _____
21. Fuel Tank: 52 gallons rear fuel tank capacity	21. _____
22. Direction Turn Signals: Front and rear self-canceling	22. _____
23. Color: White exterior and gray interior with exception of floor mats	23. _____

Item Attachment Documents:

8. Leak Adjustment Requests
 - a. Presentation
 - b. Discussion
 - c. Action



AGENDA MEMO

Needs Legal Review: Yes
Council Meeting Date: June 19, 2019
Agenda Item: Leak Adjustment Requests
Presented By: Jan Brending, Clerk Treasurer

PROPOSED MOTIONS:

1. Move to approve retroactively Request for One-Time Reduction in Bill Due to Leakage submitted by Monica Rudestam, 3 Biz Place and approved by Clerk Treasurer on April 16, 2019 in the amount of \$2,101.88.
2. Move to approve additional Request for One-Time Reduction in Bill Due to Leakage submitted by Monica Rudestam, 3 Biz Place.
3. Move to approve additional Request for One-Time Reduction in Bill Due to Leakage submitted by Andrew Mack, 1000 NW Holli Lane.

Why is it a legislative issue:

Per White Salmon Municipal Code 13.06.048, Leak Adjustments, the city council approves adjustments to utility billing for water leaks for amounts over \$500. In addition, two parties have asked for an additional reduction in billing based on the same leak which is not authorized under WSMC 13.06.048.

Explanation of issue:

1. On April 16, 2019 I approved an adjustment to Monica Rudestam's utility account associated with 3 Biz Place in the amount of \$2,101.88. Because of the way WSMC 13.06.048 is worded I missed the requirement that "The maximum amount of the water forgiveness shall not exceed five hundred dollars without council approval (included in a paragraph regarding "excess sewer charges." The initial adjustment was based on 1,121,000 gallons of water going through the meter at the time of the utility billing for March, 2019. I should have requested city council approval of the reduction in utility billing and am therefore asking for approval retroactively. The written decision and associated documents are included with this memo.
2. Because of the timing of reading the meters and the time when the leak was repaired (meter was read on March 11, 2019 and the repair was completed at the end of March) additional water usage was recorded with the May 2019 bill in the amount of 737,000 gallons of water. The customer used 1000 gallons of water at the same time last year.

White Salmon Municipal Code 13.06.048 states "Unless otherwise stated in the chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location."

I am submitting the additional request for an adjustment to the utility account. The adjustment for the May 2019 billing would be $737 - 1 = 736/2 = 368 * 3.75 = \$1,380$. Because of the extenuating circumstances, property owner not notified until March 27 that there was a leak and that the leak was not repaired until after the water meter had



been read in early 2019, this adjustment could be considered connected, or is one and the same, to the original request.

3. A leak reduction request was approved for Andrew Mack, 1000 NW Holli Lane in April 2019. The written decision and associated paperwork is included with this memo. Mr. Mack has submitted an additional request for the same reason as Ms. Rudestam above. The amount of the previous leak reduction was \$187.50.

I am submitting the additional request for an adjustment to the utility account. The adjustment for the May 2019 billing would be $196 - 0 = 196/2 = 98 * 3.75 = \555 . Because of the extenuating circumstances, property owner not notified until March 27 that there was a leak and that the leak was not repaired until after the water meter had been read in early 2019, this adjustment could be considered connected, or is one and the same, to the original request.

Budget:

1. The original adjustment was in the amount \$2,101.88.
2. The second adjustment would be \$1,380.00
3. The original adjustment was \$187.50 (no council approval required) and the second adjustment would be \$555.00.

Staff or Committee Recommendation:

1. Staff recommends retroactive approval of the first adjustment request from Monica Rudestam.
2. Staff recommends approval of the second adjustment request from Monica Rudestam as the water usage is tied to the original request and incident.
3. Staff recommends approval of the second adjustment request from Andrew Mack as the water usage is tied to the original request and incident.



City of White Salmon Leak Adjustment Request

Customer Name: Monica Rudestam

Account Number: 5559

Service Address: 3 Biz Place, White Salmon WA 98672

Facts:

1. The City currently reads meters every other month. Water usage covers a two month period. The meter for this account was read on March 11, 2019 for the March billing and covers water usage for January, February and a portion of March. The meter reading showed that 1,121,000 gallons of water had been used for the time period. The city indicated on the utility billing that the water usage for the March bill was high. In addition, a letter to the property owner from the City was mailed indicating that the property owner may have a leak and the property owner was contacted by phone on March 27, 2019
2. The property owner submitted a "Request for One-time Reduction in Bill Due to Leakage" dated April 10, 2019.
3. The property owner states in the request that they became aware of the leak on March 27 after a phone call from city hall and described that "snow plow created weight on soil which pulled waterline down and bent both ends."
4. The property owner provided before and after photographs of the damaged pipe repair. No receipts for materials were included. The request states that the property owner's husband repaired the pipe.

White Salmon Municipal Code 13.06.048 states:

In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, piping or device being repaired and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.

100 N. Main Street PO Box 2139 White Salmon, Washington 98672
Telephone: (509) 493-1133 E-mail: janb@ci.white-salmon.wa.us

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- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.
 - D. Failure by the owner or their tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
 - E. Depending on the age, condition or type of plumbing being repaired; the city reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
 - F. Irrigation water meter accounts are not eligible for the leak forgiveness program.
1. The property owner became aware of the possible leak on March 27, 2019 and before and after photographs were included with the request showing the pipe has been repaired.
 2. Per the request submitted by the property owner, the leak was caused by the snow plow creating weight on soil which pulled the water line down and bent both ends.

Water Usage and Billing History

Date	Water Usage Gallons	Water Basic	Water Usage	Water Surcharge	Sewer Basic	Sewer Overage Charges	Other Charges	Total Bill
3/28/2018	0	57.39	0.00	6.25	0.00	0.00	0.00	63.64
4/27/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
5/30/2018	1000	57.39	1.09	6.25	0.00	0.00	0.00	64.73
6/28/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
7/30/2018	5000	57.39	5.45	6.25	0.00	0.00	0.00	69.09
8/30/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
9/28/2018	57000	57.39	165.73	6.25	0.00	0.00	0.00	229.37
10/30/2018	No Read	57.39	0.00	6.25	0.00	0.00	10.00	73.64
11/29/2018	59000	57.39	173.11	6.25	0.00	0.00	0.00	236.75
12/28/2017	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
1/30/2019	33000	58.30	77.17	6.25	0.00	0.00	0.00	141.72
2/27/2019	No Read	58.30	0.00	6.25	0.00	0.00	10.00	74.55
3/28/2019	1121000	58.30	4158.35	6.25	0.00	0.00	0.00	4222.90

White Salmon Municipal Code 13.06.048 states that the adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year as the month the leak was detected. The amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

The adjustment for March 2019 based on the above conditions would be $1121 - 0 = 1121/2 = 560.5 * 3.75 = \$2,101.88$. This amount is more than \$100.00.

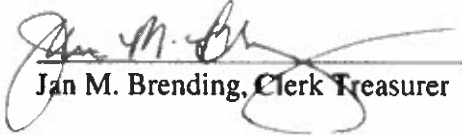
100 N. Main Street PO Box 2139 White Salmon, Washington 98672
 Telephone: (509) 493-1133 E-mail: janb@ci.white-salmon.wa.us

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Decision:

The Leak Adjustment Request submitted by Monica Rudestam is approved in the amount of \$2,101.88..

Dated this 16th day of April, 2019



Jan M. Brending, Clerk Treasurer

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee via the attached form.

Account Information

Statement Date: 04/16/2019 Due:
Billing Period:
Account Number: 5559
Service Address: 3 BIZ PLACE

Make Checks Payable to:
City of White Salmon
PO Box 2139
White Salmon WA 98672
509-493-1133

Monica Rudestam
3 Biz Pl
White Salmon, WA 98672

Due Date:
Please Remit: **2,121.02**
Check #:
Amount Paid:



Account Name

Monica Rudestam
3 Biz Pl
White Salmon, WA 98672

Account Information

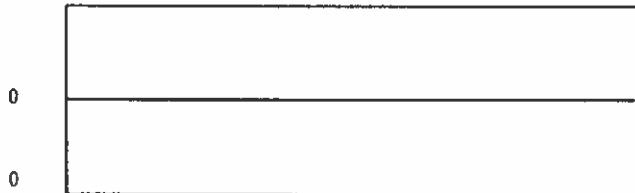
Statement Date: 04/16/2019 Due:
Account Number: 5559
Service Address: 3 BIZ PLACE
Service Number: 074448.0
Billing Period:
Water Units:
Sewer Units:

Meter Information

Previous	Current	Factor	Date	Consumption
1277	0	1.0000		

Leak Adjustment Request Submitted 04.15.2019. Approval Granted Per Clerk Treasurer In The Amount Of \$2,101.88 On 04.16.2019.

Your Monthly Consumption



Apr May Jun Jul Aug Sep Oct Nov Dec Jan Feb Mar Apr

Account Activity

Water Usage -2,101.88

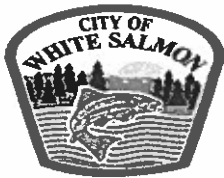
Message

Account Balance

Previous Balance: **4,222.90**
Adjustments: **0.00**
Payments: **0.00**
Current Charges: **-2,101.88**
Balance: **2,121.02**

Account
5559

30: 0.00 60: 0.00 90+:



CITY OF WHITE SALMON

REQUEST FOR ONE TIME REDUCTION IN BILL DUE TO LEAKAGE

Note: In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill with the following guidelines:

1. The landowner must report the leak's discovery to the city within seventy-two (72) hours and
2. Provide photos of the leak or failure, piping being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five (5) days of discovery.
3. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the City are not eligible for the leak forgiveness program.
4. Failure of the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the City, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program
5. Depending on the age, condition or type of plumbing being repaired; the City reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
6. Irrigation water meter accounts are not eligible for the leak forgiveness program.

All applications for adjustments will be submitted and reviewed by the City Clerk/Treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year and month the leak was detected. This amount must be greater than or equal to \$100.00 to be eligible for the adjustment.

Excess sewer charges due to water line leaks shall be adjusted accordingly. All leak adjustments must be approved by the City Clerk/Treasurer prior to credit on account. Unless otherwise stated in this chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location. The maximum amount of the water forgiveness shall not exceed \$500.00 without council approval.

Date 4/10/19 Customer Name Monica Rudestam Acct # 5559
 Address 3 B2A

Billing period From _____ to _____ Usage Metered _____ gallons

Bill Date MARCH Consumption Billed (not bill total) \$ _____

Date and how you became aware of the leak Date 3/27/19 How you came to know about leak phone call from City Hall
 Date you notified City of leak 3/27/19

Description of cause of leak or excess water use snow plow created weight on soil which pulled water line down and bent both ends (photo documentation emailed)

Are repairs completed on the leak? Y N If not, when will they be completed? _____

Detailed explanation of repair and who did the repair Husband Jimmy Essien

Has an insurance claim been filed? Y N If so, have you received reimbursement? Y N

I request a reduction of my water bill, based on an unknown leak, and further state that as soon as I was made aware of the leak, I immediately took steps to reduce the same. By signing this form, I acknowledge that these statements are true and accurate.

Signed [Signature] Date April 10, 2019

PO Box 2139 100 N Main St White Salmon, WA 98672

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City of White Salmon Utility Clerk

From: Monica Rudestam
Sent: Monday, April 15, 2019 12:13 PM
To: City of White Salmon Utility Clerk
Subject: Fwd: Leak

Hi Stephanie,

Here is a photo of the fixed leak. I sent you the earlier photo depicting the broken pipes. Jimmy said that there are no receipts for the repairs as he fixed it himself and had the materials on hand.

Hope this is enough information for you to work with.

Thanks,
Monica

Begin forwarded message:

From: Jimmy Essien <jimmyessien@gmail.com>
Date: April 15, 2019 at 11:59:29 AM PDT
To: Monica <Mrudestam@yahoo.com>
Subject: Re: Leak

This is the completed form before backfill.
There are no receipts, as we already had the material to fix it.

On Thu, Apr 11, 2019, 11:07 AM Jimmy Essien <jimmyessien@gmail.com> wrote:
The leak from last year must have created a cavern under the ground.
The snow plow put a lot of weight on the soil, which made it collapse.
When it collapsed, the force pulled the water line down and severely bent both ends of line.
It was leaking from the city's pex fitting as well as ours. Red arrows indicate where.



City of White Salmon Utility Clerk

From: Monica Rudestam
Sent: Thursday, April 11, 2019 12:36 PM
To: City of White Salmon Utility Clerk
Subject: Fw: Leak
Attachments: IMG_20190327_160335.jpg

Hi Stephanie,

Here is the photo documentation and explanation for the leak at 3 Biz Pl.
I will drop off the request form for a bill reduction today.

Thanks,
Monica Rudestam

Re: Account #5559- 3 Biz Pl

Monica Rudestam MSOM, LAc
www.MonicaRudestam.com
971-409-4049

----- Forwarded Message -----

From: Jimmy Essien <jimmyessien@gmail.com>
To: Monica <Mrudestam@yahoo.com>
Sent: Thursday, April 11, 2019, 1:08:17 PM CDT
Subject: Leak

The leak from last year must have created a cavern under the ground.
The snow plow put a lot of weight on the soil, which made it collapse.
When it collapsed, the force pulled the water line down and severely bent both ends of line.
It was leaking from the city's pex fitting as well as ours. Red arrows indicate where.



City of White Salmon Office of City Hall

March 27, 2019

Monica Rudestam
3 Biz Place
White Salmon, WA 98672

Re: Account #5559 – 3 Biz Place

Dear Utility Customer:

We notified you of a possible leak at 3 Biz Place on January 10, 2019. The most recent meter reading taken at this address shows continued high consumption. This usage shows strong signs of a large leak.

We recommend checking your meter *immediately* to verify. The following lays out the process to do this:

- 1) Turn all water sources at the property off (this includes any appliances that use water; ie.dish washer, washing machine, outside faucets).
- 2) Open the lid to your meter box to see if the meter dials are moving.
- 3) If the dial is moving, it is a good indication of a leak in the line. If a leak is indicated, we suggest you call a plumber immediately to help detect and repair the leak. Please **DO NOT** turn the water off yourself. Contact the city and we will send out a member of our Public Works Team to turn water off at the meter.
- 4) If you have an irrigation system, the leak may stem from within this system. If you have turned off your irrigation at the source, you will not see this leak. You will need to turn on the irrigation source to determine if the leak stems from within the irrigation system.

If you have already found the leak and remedied the issue, you are encouraged to fill out a one-time leak adjustment application. I have included one with this letter. Please be sure to provide all required documents as listed on the application and return it as soon as possible for review. Please note that any account with an irrigation system is not eligible for a leak adjustment.

If you have any questions or need more information, please feel free to contact City Hall at 509-493-1133.

Sincerely,

Stephanie Porter
Utility Clerk / Deputy Clerk
(509) 493-1133 ext. 203
utilityclerk@ci.white-salmon.wa.us

P.O. Box 2139 100 North Main Street White Salmon, WA 98672

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CITY OF WHITE SALMON

REQUEST FOR ONE TIME REDUCTION IN BILL DUE TO LEAKAGE

Note: In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill with the following guidelines:

1. The landowner must report the leak's discovery to the city within seventy-two (72) hours and
2. Provide photos of the leak or failure, piping being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five (5) days of discovery.
3. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the City are not eligible for the leak forgiveness program.
4. Failure of the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the City, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program
5. Depending on the age, condition or type of plumbing being repaired; the City reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
6. Irrigation water meter accounts are not eligible for the leak forgiveness program.

All applications for adjustments will be submitted and reviewed by the City Clerk/Treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year and month the leak was detected. This amount must be greater than or equal to \$100.00 to be eligible for the adjustment.

Excess sewer charges due to water line leaks shall be adjusted accordingly. All leak adjustments must be approved by the City Clerk/Treasurer prior to credit on account. Unless otherwise stated in this chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location. The maximum amount of the water forgiveness shall not exceed \$500.00 without council approval.

Date 6/3/19 Customer Name Monica Rudestam Acct # 5559

Address 3 Biz Pl. White Salmon 98672

Billing period From _____ to _____ Usage Metered _____ gallons

Bill Date _____ Consumption Billed (not bill total) \$ _____

Date and how you became aware of the leak Date _____ How you came to know about leak City of WS

Utility Clerk Date you notified City of leak _____

Description of cause of leak or excess water use same leak from last billing period

Are repairs completed on the leak? Y N If not, when will they be completed? _____

Detailed explanation of repair and who did the repair Jimmy Essien replaced faulty valve.

Has an insurance claim been filed? Y N If so, have you received reimbursement? Y N

I request a reduction of my water bill, based on an unknown leak, and further state that as soon as I was made aware of the leak, I immediately took steps to reduce the same. By signing this form, I acknowledge that these statements are true and accurate.

Signed [Signature] Date 6/3/19

PO Box 2139 100 N Main St White Salmon, WA 98672

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STAFF USE ONLY (Note, all volumes in 1,000-gallon increments)

Date of Notification		Days in leakage period	
Usage in previous year or period		Days in previous period	
% to be forgiven	50%	Total volume forgiven	
Consumption billed	- Prior period	=	/ 2 =
			(Volume to credit)
Rate for water to be credited		Total \$ forgiven	\$

I, (we) recommend that the City Council reduce the customer's bill by the amount listed above.

By _____ Title _____ Date _____

By _____ Title _____ Date _____

Action taken by Council in regular meeting of _____ Amount forgiven by Council vote \$ _____

Customer notified, and account adjusted by _____ Date _____

Account Information

Statement Date: 05/30/2019 Due: 06/20/2019
 Billing Period: May 2019
 Account Number: 5559
 Service Address: 3 BIZ PLACE

Make Checks Payable to:
 City of White Salmon
 PO Box 2139
 White Salmon WA 98672
 509-493-1133

1,846.47 Due On Receipt Of Bill!

Due Date: 06/20/2019
Please Remit: 4,629.37
Check #: _____
Amount Paid: _____

Monica Rudestam
 3 Biz Pl
 White Salmon, WA 98672

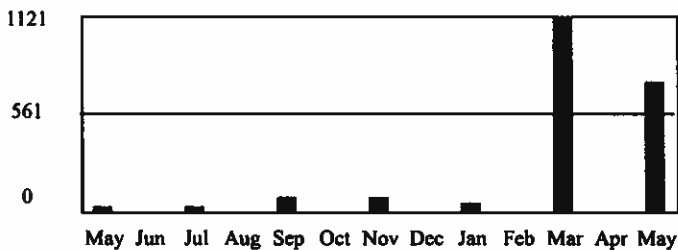


Account Name

Monica Rudestam
 3 Biz Pl
 White Salmon, WA 98672

High Usage

Your Monthly Consumption



Message

Account Information

Statement Date: 05/30/2019 Due: 06/20/2019
 Account Number: 5559
 Service Address: 3 BIZ PLACE
 Service Number: 074448.0
 Billing Period: May 2019
 Water Units: 1.00 OUT CITY RESIDENTIAL
 Sewer Units: 1.00 OUT CITY - SEPTIC

Meter Information

Previous	Current	Factor	Date	Consumption
1277	2014	1.0000	0508	737

Account Activity

Water Base 58.30
 Water Usage 2,718.35
 Water Rights Fund 6.25

Account Balance

Previous Balance: 2,011.02
 Adjustments: 0.00
 Payments: 164.55
 Current Charges: 2,782.90

Account
 5559

Balance: 4,629.37
 Past Due: 62.17

30:	64.55	60:	1,781.92	90+:	0.00
-----	-------	-----	----------	------	------



City of White Salmon Leak Adjustment Request

SHIPPED APR 12 2019

Customer Name: Andrew Mack
Account Number: 5607
Service Address: 1000 Holly Lane, White Salmon WA 98672

Andrew Mack
1004 Holli Lane
White Salmon, WA 98672-8688

Facts:

1. The City currently reads meters every other month. Water usage covers a two month period. The meter for this account was read on March 12, 2019 for the March billing and covers water usage for January, February and a portion of March. The meter reading showed that 102,000 gallons of water had been used for the time period. In addition, the meter was reported on the meter reading report for leak alarms in that water had been running through the meter for a 24-hour period at the time the meter was read.
2. Notes to the utility account note that City Hall staff contacted the property owner on March 28. At that time the property owner indicated that he was aware of the leak and that it had been repaired.
3. The property owner submitted a "Request for One-time Reduction in Bill Due to Leakage" dated April 7, 2019.
4. The property owner states in the request that they became aware of the leak on March 23 when a neighbor contacted him to let him there was water leaking on the property. In addition, the property owner stated that the neighbor cut off the broken portion of the pipe and capped it.
5. Photographs before and after the pipe repair were supplied with the request. Receipts for supplies were not provided.

White Salmon Municipal Code 13.06.048 states:

In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill. To be considered eligible for a one-time leak or failure adjustment the following conditions must be met:

- A. The landowner must report the leak or failure discovery to the city within seventy-two hours; and
- B. Provide photos of leak or failure, piping or devise being repaired and repair of leak or failure accompanied by receipt for labor and/or repair materials within five days of discovery.

100 N. Main Street PO Box 2139 White Salmon, Washington 98672
Telephone: (509) 493-1133 E-mail: janb@ci.white-salmon.wa.us

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- C. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the city are not eligible for the leak forgiveness program.
 - D. Failure by the owner or their tenant to perform general maintenance and to make reasonable efforts, as determined by the city, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program.
 - E. Depending on the age, condition or type of plumbing being repaired; the city reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
 - F. Irrigation water meter accounts are not eligible for the leak forgiveness program.
1. The property owner became aware of the possible leak on March 23, 2019.
 2. The leak reduction request includes before and after pictures of the broken pipe that was repaired by the next door neighbor.
 3. Per the request submitted by the property owner, the leak was caused by a broken pipe that was frozen and thawed which is substantiated by photographs.

Water Usage and Billing History

Date	Water Usage Gallons	Water Basic	Water Usage	Water Surcharge	Sewer Basic	Sewer Overage Charges	Other Charges	Total Bill
3/28/2018	2000	57.39	2.18	6.25	0.00	0.00	0.00	65.82
4/27/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
5/30/2018	4000	57.39	4.36	6.25	0.00	0.00	0.00	68.00
6/28/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
7/30/2018	8000	57.39	8.72	6.25	0.00	0.00	0.00	72.36
8/30/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
9/28/2018	5000	57.39	5.45	6.25	0.00	0.00	0.00	69.09
10/30/2018	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
11/29/2018	3000	57.39	3.27	6.25	0.00	0.00	0.00	66.91
12/28/2017	No Read	57.39	0.00	6.25	0.00	0.00	0.00	63.64
1/30/2019	1000	58.30	1.09	6.25	0.00	0.00	0.00	65.64
2/27/2019	No Read	58.30	0.00	6.25	0.00	0.00	0.00	64.55
3/28/2019	102000	58.30	337.10	6.25	0.00	0.00	0.00	401.65

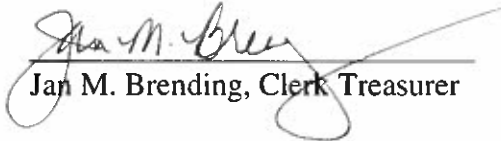
White Salmon Municipal Code 13.06.048 states that the adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year as the month the leak was detected. The amount must be greater than or equal to one hundred dollars in order to be eligible for the adjustment.

The adjustment for March 2019 based on the above conditions would be $102 - 2 = 100/2 = 50 * 3.75 = \187.50 . This amount is more than \$100.00.

Decision:

The Leak Adjustment Request submitted by Andrew Mack is approved in the amount of \$187.50.

Dated this 12th day of April, 2019



Jan M. Brending, Clerk Treasurer

If the applicant is not satisfied with the decision, the applicant may appeal the decision to the City of White Salmon Grievance Committee via the attached form.



CITY OF WHITE SALMON

REQUEST FOR ONE TIME REDUCTION IN BILL DUE TO LEAKAGE

Note: In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill with the following guidelines:

1. The landowner must report the leak's discovery to the city within seventy-two (72) hours and
2. Provide photos of the leak or failure, piping being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five (5) days of discovery.
3. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the City are not eligible for the leak forgiveness program.
4. Failure of the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the City, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program
5. Depending on the age, condition or type of plumbing being repaired, the City reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
6. Irrigation water meter accounts are not eligible for the leak forgiveness program.

All applications for adjustments will be submitted and reviewed by the City Clerk/Treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year and month the leak was detected. This amount must be greater than or equal to \$100.00 to be eligible for the adjustment.

Excess sewer charges due to water line leaks shall be adjusted accordingly. All leak adjustments must be approved by the City Clerk/Treasurer prior to credit on account. Unless otherwise stated in this chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location. The maximum amount of the water forgiveness shall not exceed \$500.00 without council approval.

Date 4/7/19 Customer Name Andrew Mack Acct # 5607
 Address 1000 Hollis Ln, White Salmon, WA 98672
 Billing period from Jan '19 to 3/12/19 Usage Metered 129 gallons
 Bill Date 3/28/19 Consumption Billed (not bill total) \$ 337.10
 Date and how you became aware of the leak Date 3/23/19 How you came to know about leak Neighbor called me to let me know of the leak
 Date you notified City of leak _____
 Description of cause of leak or excess water use Broken pipe from freeze thaw.

Are repairs completed on the leak? Y N If not, when will they be completed? _____
 Detailed explanation of repair and who did the repair Broken portion of PVC pipe was cut off and capped by my neighbor who made the discovery.
 Has an insurance claim been filed? Y N If so, have you received reimbursement? Y N

I request a reduction of my water bill, based on an unknown leak, and further state that as soon as I was made aware of the leak, I immediately took steps to reduce the same. By signing this form, I acknowledge that these statements are true and accurate.

Signed Andrew Mack Date 4/7/19

PO Box 2139 100 N Main St White Salmon, WA 98672

City of White Salmon is an equal opportunity employer and provider

4/9/19

Andrew Mack
1000 NW Holli Ln
White Salmon, WA 98672

City of White Salmon
City Clerk/Treasurer
PO Box 2139
White Salmon, WA 98672

Dear City of White Salmon:

On March 23rd around 11:00 am I was notified by my neighbor Hieko Stopsack, who lives one lot downhill from us, that we had a water leak somewhere on our property. The running water was pooling in the lower portion of our property and our other neighbor Herb & Joanne Hardin. Myself and my wife were out of town in Seattle at the time and were unable to address the leak ourselves. Our neighbor, Hieko, was gracious enough to solve the problem for us by turning off the water at the meter and then to find the leak and fix it. He discovered the leak was coming from a PVC pipe in one of our out buildings at our 1000 NW Holli Lane property. It was an easy fix, by cutting off the broken portion of the pipe and capping the pipe again. After making the repair, Hieko turned on the water and confirmed the repair was successful.

We purchased this property in August of 2017, and were unaware of this PVC pipe or else we would have removed it to prevent this sort of occurrence. I will be digging up this line and removing the PVC portion of the line this Spring. This outbuilding had been used as a barn for animals over 20 years ago, three owners before we purchased the property. The last owner never made us aware of this water line, they must have been unaware of it too. Photos attached to show the outbuilding and location of the break. You can see an outdoor frost proof water hydrant in the outbuilding, the PVC pipe is connected to this line underground and lead to the lower wall of the building.

I did not contact the city to notify you of the discovered break in our water line, I was not aware of the 72-hour rule or that there is even a forgiveness policy or else I would have notified you within 48 hours. I was waiting to see the bill to get an understanding how long the water was leaking, I have no idea how long it could have been flowing. Thank you for calling me after the meter had been read and identified we had used an usual amount of water during this period.

We would appreciate some relief from this situation and do our best to ensure it does not happen again.

Sincerely,



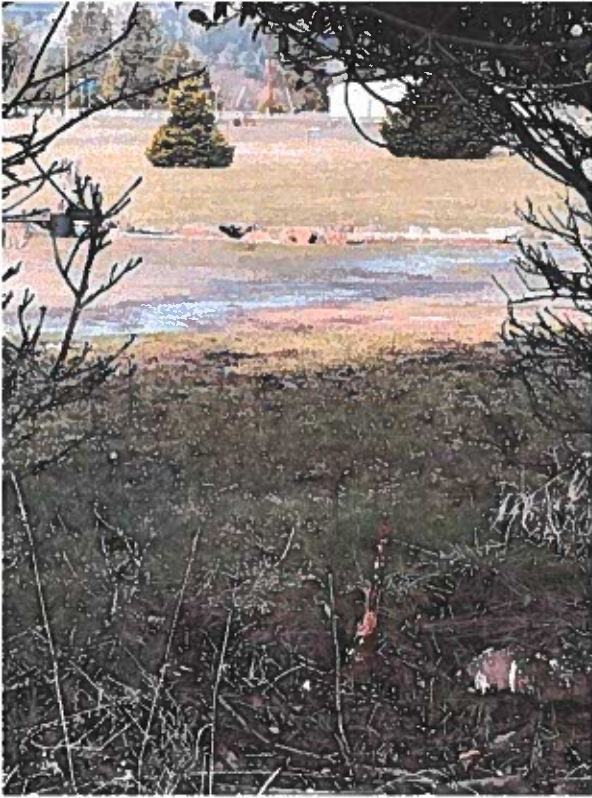


Barn outbuilding where the broken waterline occurred.

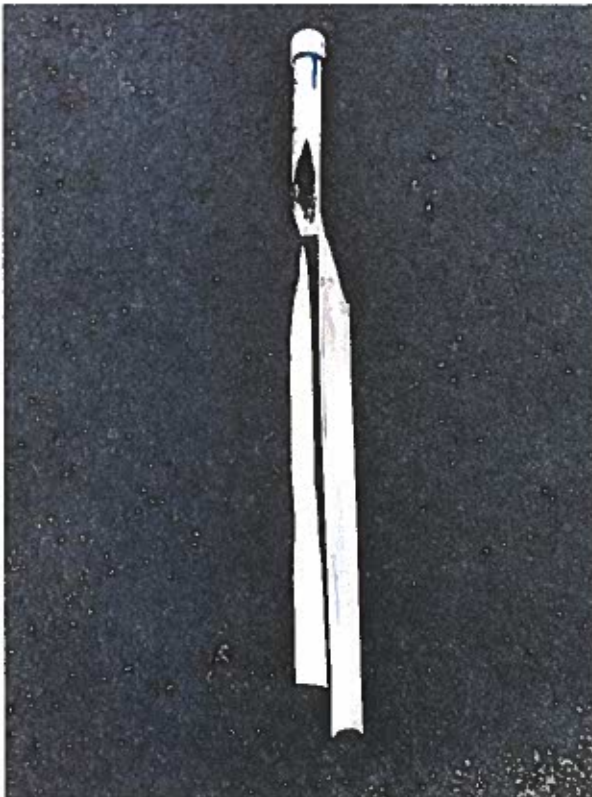


Metal outdoor water hydrant

Repaired PVC pipe



Flooded neighbors yard, Herb Hardin, downhill from our outbuilding



Broken pieces of the PVC waterline



Broken waterline before repair



RECEIVED JUN 14 2019

CITY OF WHITE SALMON

REQUEST FOR ONE TIME REDUCTION IN BILL DUE TO LEAKAGE

Note: In the event of a leak or failure in the service pipe, the owner may be entitled to a one-time adjustment on their bill with the following guidelines:

1. The landowner must report the leak's discovery to the city within seventy-two (72) hours and
2. Provide photos of the leak or failure, piping being repaired, and repair of leak or failure accompanied by receipt for labor and/or repair materials within five (5) days of discovery.
3. Maintainable fixtures such as toilets, sinks, showers, sprinkler systems, above ground plumbing and other similar plumbing as determined by the City are not eligible for the leak forgiveness program.
4. Failure of the owner or tenant to perform general maintenance and to make reasonable efforts, as determined by the City, to prevent damage from occurring shall result in being ineligible for the leak forgiveness program
5. Depending on the age, condition or type of plumbing being repaired, the City reserves the right to require the replacement of plumbing to be considered eligible for the leak forgiveness program.
6. Irrigation water meter accounts are not eligible for the leak forgiveness program.

All applications for adjustments will be submitted and reviewed by the City Clerk/Treasurer. The adjusted rate for the period in which the leak was detected shall be equal to one-half of the difference between the bill to be adjusted and the metered water charges for the same period from the previous year and month the leak was detected. This amount must be greater than or equal to \$100.00 to be eligible for the adjustment.

Excess sewer charges due to water line leaks shall be adjusted accordingly. All leak adjustments must be approved by the City Clerk/Treasurer prior to credit on account. Unless otherwise stated in this chapter, each water account shall be entitled to the benefits of this section not more than once per property owner on any meter or subsequent meter for the same location. The maximum amount of the water forgiveness shall not exceed \$500.00 without council approval.

Date 6/14/19 Customer Name Andrew Mack Acct # 5607
 Address 1000 Hollis Ln, White Salmon
 Billing period From 4/29/19 to 5/30/19 Usage Metered 196 gallons
 Bill Date 5/30/19 Consumption Billed (not bill total) \$ 689.60
 Date and how you became aware of the leak Date 3/23/19 How you came to know about leak Neighbor notices it.
 Date you notified City of leak _____
 Description of cause of leak or excess water use Frozen pipe thawed, broke.

Are repairs completed on the leak? N If not, when will they be completed? _____
 Detailed explanation of repair and who did the repair _____

Has an insurance claim been filed? Y N If so, have you received reimbursement? Y N

I request a reduction of my water bill, based on an unknown leak, and further state that as soon as I was made aware of the leak, I immediately took steps to reduce the same. By signing this form, I acknowledge that these statements are true and accurate.

Signed [Signature] Date 6-14-19

PO Box 2139 100 N Main St White Salmon, WA 98672

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Account Information

Statement Date: 05/30/2019 Due: 06/20/2019
 Billing Period: May 2019
 Account Number: 5607
 Service Address: 1000 NW HOLLI LANE

Make Checks Payable to:
 City of White Salmon
 PO Box 2139
 White Salmon WA 98672
 509-493-1133

Andrew Mack
 1004 Holli Ln
 White Salmon, WA 98672-8688

Due Date: 06/20/2019
Please Remit: 754.15
Check #: _____
Amount Paid: _____

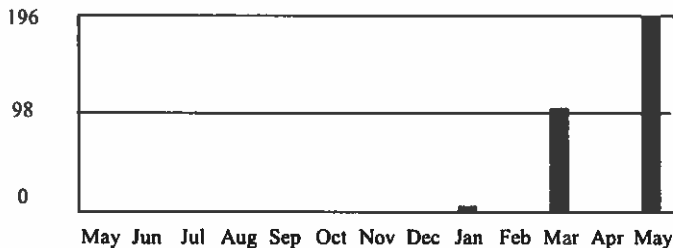


Account Name

Andrew Mack
 1004 Holli Ln
 White Salmon, WA 98672-8688

High Usage

Your Monthly Consumption



Message

Account Information

Statement Date: 05/30/2019 Due: 06/20/2019
 Account Number: 5607
 Service Address: 1000 NW HOLLI LANE
 Service Number: 071550.1
 Billing Period: May 2019
 Water Units: 1.00 OUT CITY RESIDENTIAL
 Sewer Units: 1.00 OUT CITY - SEPTIC

Meter Information

Previous	Current	Factor	Date	Consumption
129	325	1.0000	0515	196

Account Activity

Water Base 58.30
 Water Usage 689.60
 Water Rights Fund 6.25

Account Balance

Previous Balance: 64.55
 Adjustments: 0.00
 Payments: 64.55
 Current Charges: 754.15

Account 5607	Balance:	<u>754.15</u>
30:	0.00	60:
		90+:
		0.00

72

Item Attachment Documents:

9. Resolution 2019-06-488, Authorizing Free Pool Passes for City of White Salmon Residents

RESOLUTION 2019-06-488

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHITE SALMON, WASHINGTON, ESTABLISHING A PROGRAM TO PROVIDE FREE POOL PUNCH CARDS TO CITY OF WHITE SALMON RESIDENTS FOR ACCESS TO THE HOOD RIVER AQUATIC CENTER

WHEREAS, the City of White Salmon has determined that the life of the White Salmon City Pool has ended and has permanently closed the city pool; and

WHEREAS, a new pool (to be constructed and operated by the White Salmon Valley Pool Metropolitan Park District) is not available for the 2019 summer season; and

WHEREAS, the City Council feels that it should provide the opportunity to the citizens of White Salmon to enjoy the use of a pool for the 2019 summer season; and

WHEREAS, the City of White Salmon budgeted funds from the Current Expense Fund to operate and maintain the city pool during the 2019 summer season; and

NOW THEREFORE, the City Council of the City of White Salmon, Washington, do resolve as follows:

Section 1. A program providing free punch cards to all residents of the City of White Salmon , allowing access to the Hood River Aquatic Center for the 2019 season is established.

Section 2. The City of White Salmon authorizes no more than \$20,000 for the payment to Hood River Aquatic Center for pool entrances via the use of punch cards for the 2019 summer season.

Section 2. Punch cards will be issued, upon demonstration of residency, beginning in June 2019 through August 23, 2019 and will expire September 30, 2019.

APPROVED AND ADOPTED by the Council of the City of White Salmon, Washington. Dated this 19th day of June, 2019.

David Poucher, Mayor

ATTEST:

Jan Brending Clerk-Treasurer

APPROVED AS TO FORM:

Kenneth Woodrich, City Attorney

Item Attachment Documents:

10. Approval of Minutes - June 5, 2019



CITY OF WHITE SALMON
City Council Regular Meeting – Wednesday, June 5, 2019
DRAFT

Council and Administrative Personnel Present

Council Members:

Donna Heimke
Marla Keethler
Ashley Post
Amy Whiteman

Staff Present:

David Poucher, Mayor
Pat Munyan, City Administrator
Bill Hunsaker, Fire Chief/Building Official
Jan Brending, Clerk Treasurer
Ken Woodrich, City Attorney

1. Call to Order

Mayor David Poucher called the meeting to order at 6 p.m. There were approximately 6 people present.

2. Roll Call

*Moved by Amy Martin. Seconded by Donna Heimke.
Motion to excuse Jason Hartmann. CARRIED.*

3. Comments – Public and Council

Archer Mayo, White Salmon requested the city council consider amendments to the administrative processes for making land use decisions. Ken Woodrich, City Attorney did not allow Mayo to make comments to a specific land use decision that may be appealed.

David Dierck, Inn of the White Salmon also requested the city council consider changes to administrative process for making land use decisions. . Ken Woodrich, City Attorney did not allow Mayo to make comments to a specific land use decision that may be appealed.

Ken Woodrich, City Attorney provided information to the city council regarding appearance of fairness and closed record appeals as they pertain to land use decisions.

4. Changes to the Agenda

Ashely Post requested items related to Resolution 2019-06-487 Declaring Local Emergency and to the Confirmation of Appointment of Michael Morneau to the Planning Commission be pulled from the Consent Agenda with the confirmation placed after the presentation and the resolution placed at the end of the agenda. Post also asked that the item addressing Recognition Months be moved to the end of the agenda to allow for more discussion. There was a consensus of the council to make the changes to the agenda.

5. Skamania-Klickitat Community Network – Johanna Roe

Johanna Roe, representing Skamania-Klickitat Community Network made a presentation regarding the work done by the Skamania-Klickitat Community Network.

6. Confirmation of Appointment of Michael Morneault to the White Salmon Planning Commission

Michael Morneault said he appreciates the opportunity given to him by the Mayor to serve on the planning commission.

David Poucher said he received three applications and that he and Erika Castro-Guzman interviewed two of the three applicants (one of the three applicants was scheduled for an interview but did not attend). He said that he feels Michael Morneault was the best candidate noting that he has raised a family here in White Salmon and then downsized to a smaller home when they retired.

Moved by Amy Martin. Seconded by Donna Heimke.

Motion to confirm Mayor Poucher's appointment of Michael Morneault to the Planning Commission. CARRIED.

7. Six-Year Transportation Improvement Program 2020-2025

Jan Brending presented the Six-Year Transportation Improvement Program 2020-2025. She said the information has been reviewed by the City Operations Committee. Brending said the projects that were completed last year were removed from the list and the remainder moved up in priority. She noted that 5% was added to the costs of the projects for inflation.

Amy Martin asked about the inclusion of Skagit Street in the program.

Pat Munyan said he had Klickitat County look at how much they would charge to prep and chip seal the road. He said the county came back with approximately \$90,000. Munyan said he met with a contractor who has some other ideas that said it might be possible to do the road for \$40,000.

Pat Munyan reviewed the 2019 chip seal project.

Ashley Post asked about why Spring Street west of Main is not included in the program.

Staff explained that even though there was a recent annexation along Spring Street, that only a small portion of the street is located within the city limits.

Staff and the city council discussed priorities and funding for streets.

Moved by Ashley Post. Seconded by Donna Heimke.

Motion to approve Resolution 202019-06-486, Adopting Six-Year Transportation Improvement Program for 2020-2025. CARRIED.

- 8. WSP USA Inc. Personal Services Contracts – On-Call Planning and Comprehensive Plan Update**
Jan Brending said that both of the contracts have been before the city council at prior meetings. She said because BergerABAM was purchased by WSP USA Inc., WSP has asked for contract language changes.

Ken Woodrich said he would prefer that the word “defend” remain in the contract. He said that because this is not a “construction” contract he is less worried about the removal of the word.

Dave Poucher recommended the council approval the language changes.

Moved by Donna Heimke. Seconded by Ashley Post.

Motion to authorize the mayor to sign two revised contracts with WSP USA Inc. for (1) on-call planning services and (2) comprehensive plan update. CARRIED.

- 9. Movies in the Park**

Marla Keethler said the Community Development Committee is recommending the city hold Movies in the Park to help promote community. She said the committee is asking to use up to \$3,520 out of the pool fund for licensing, movie purchases and advertising for four Movies in the Park.

Moved by Marla Keethler. Seconded by Amy Martin.

Motion to authorize the use of up to \$3,520 out of the pool fund for licensing, movie purchases and advertising for four (4) Movies in the Park. CARRIED.

- 10. Hood River Aquatic Center Passes**

Jan Brending reviewed the proposed program for providing free passes to the Hood River Aquatic Center for City of White Salmon residents. She recommends using \$20,000 out of the pool for the purchase of the passes which would provide approximately 421 punch cards that are good for 10 visits which would equate to 4,210 visits to the pool over the summer.

Moved by Ashley Post. Seconded by Amy Martin.

Motion to authorize the use of up to \$20,000 for providing punch cards to residents of the City of White Salmon for use at the Hood River Aquatic Center. CARRIED.

Ken Woodrich said that in addition to council approval today he recommends the city adopt a resolution. Jan Brending said she will add that to the June 19th agenda.

Ashley Post asked that advertisement about the free punch cards be broader than just city hall, the post office and the library.

- 11. Resolution 2019-06-437, Declaring Local Emergency**

Pat Munyan and Mayor Poucher reviewed the emergency related to the South Dock Grade Quiet Zone and why work needed to be done immediately.

Ashely Post asked that the resolution be added back to the Consent Agenda. There was a consensus of the council.

12. Recognition Months and Proclamation 2019-005 Declaring June 2019 as Pride Month

The city council discussed identifying recognition months pointing to the recent proclamation of May as Mental Health Awareness Month.

Marla Keethler said she tried to come up with recognitions that covered a wide area of topics but were also inclusive such as “Cancer Awareness Month” which does not focus on one specific type of cancer. She said she thinks this a good topic for discussion particularly as to relates to the capacity of council members and staff. Keethler said the council should decide why are they doing recognitions months, how are the issues selected and what does it mean.

The council discussed that certain topics can be divisive such as declaring June as Pride Month.

Marla Keethler noted that the council does not need recognition months to have organizations make presentations to the city council. She said that she thinks it is good for the council to be informed about what is going on in the community.

Staff recommended that a proclamation policy might be helpful for the mayor and city council.

**Moved by Marla Keethler. Seconded by Ashley Post
 Motion to table further discussion of “recognition months” to the city council’s retreat on June 29. CARRIED.**

**Moved by Amy Martin. Seconded by Marla Keethler.
 Motion to approve Proclamation 2019-005 Declaring June 2019 as Pride Month. FAILED WITH THE FOLLOWING VOTE: HEIMKE – NAY, KEETHLER – AYE, MARTIN – AYE, POST – NAY, MAYOR POUCHER VOTE NAY TO BREAK THE TIE VOTE.**

13. Consent Agenda

- a. Resolution 2019-06-487 Declaring Local Emergency
- b. Approval of Minutes – May 9, 2019
- c. Approval of Minutes – May 15, 2019
- c. Approval of Vouchers

Vouchers audited and certified as required by RCW 42.24.080 and expense reimbursement claims as required by RCW 42.24.090 as of this 5th day of June, 2019.

Type	Date	From	To	Amount
Claims	6/5/2019	11/14/1995	35075	264,712.29
		EFT	EFT	0.00
			Claims Total	264,712.29

Payroll	5/20/2019	EFT	EFT	65,153.80
	6/5/2019	35011	35016	1,291.91
	6/5/2019	EFT	EFT	97,418.86
			Payroll Total	163,864.57
Manual Claims	5/21/2019	35006	35009	2,562.08
	5/28/2019	35010	35010	50.00
			Manual Total	2,612.08
			Total All Vouchers	431,188.94

**Moved by Donna Heimke. Seconded by Marla Keethler.
 Motion to approve consent agenda. CARRIED.**

14. Department Head and Committee Reports

Marla Keethler, Council Member said that SpringFest went well. She said that the open house for the pool was not as well attended as she thought it would be but a number of people visited the pool and looked at the historical newspaper articles about the pool.

Pat Munyan, City Administrator said that the Department of Ecology will be providing funding for a feasibility study of the proposed White Salmon Slow Sand Filter project in the amount of \$200,000. He noted that the city had been struggling in getting a letter from the Yakama Nation in support of the city’s aquifer storage recharge project (ASR). Munyan said the Department of Ecology has now received that letter.

Ken Woodrich, City Attorney noted that the Virginia Beach shooting took place at a municipal government. He suggested talking to the Police Chief about having an active shooter training for city hall staff.

Dave Poucher, Mayor said that he will be meeting with the Chelan Land Trust. He said Tad Connors has agreed to assist in getting the land trust set up pro bono. Poucher said the goal for the land trust is see 40 attainable homes be constructed. He said there is an emphasis to make sure the Hood River Bridge Replacement Project keeps moving forward and does not fall off the horizon.

Jan Brending, Clerk Treasurer said the Council Retreat is currently scheduled for June 29 from 10 a.m. to 2 p.m. She said she has received a request for the retreat to run to 4:00 p.m. There was a consensus of the council to have the retreat from 10:00 a.m. to 4:00 p.m. Brending asked council members to submit retreat agenda items to her.

15. Adjournment

The meeting adjourned at 8:38 p.m.

David Poucher, Mayor

Jan Brending, Clerk-Treasurer